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WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation  
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Palo Alto, CA 94304-1050  
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Attorneys for Defendant  
PONY INTERNATIONAL, LLC

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

BY FAX

RICHARD EDWARDS,

Plaintiff,

v.

PONY INTERNATIONAL, LLC;  
SYMPHONY HOLDINGS LIMITED, a  
Bermuda corporation, SHARP GAIN  
PROFITS, LTD., a Bermuda corporation;  
INFINITY ASSOCIATES, LLC, a  
Delaware limited liability company; and  
DOES 1 through 50, inclusive,

Defendants.

CASE NO. '08 CV 1206 H POR

NOTICE OF REMOVAL TO THE  
UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF  
CALIFORNIA

[FEDERAL QUESTION]

PLEASE TAKE NOTICE THAT Defendant PONY INTERNATIONAL, LLC ("Pony"),  
hereby removes to this Court the state court action described below:

1. On March 7, 2008, an action was commenced in the Superior Court for the  
County of San Diego entitled *RICHARD EDWARDS, Plaintiff v. PONY INTERNATIONAL, LLC;  
SYMPHONY HOLDINGS LIMITED, a Bermuda corporation; SHARP GAIN PROFITS, LTD., a  
Bermuda corporation; INFINITY ASSOCIATES, LLC, a Delaware limited liability company; and  
DOES 1 through 50, inclusive, Defendants*, as Case No. 37-2008-00079478-CU-WT-CTL. A  
true and correct copy of the Complaint is attached hereto as Exhibit A. This original Complaint  
did not contain a claim under federal law.

3395241\_1.DOC

NOTICE OF REMOVAL TO THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF CALIFORNIA [FEDERAL QUESTION]

ORIGINAL

1           2.     The first date upon which Defendant Pony received a copy of the Complaint was  
2 April 21, 2008, when Pony was served with a copy of the Complaint and a summons via Pony's  
3 agent for service of process. A true and correct copy of the summons served upon Pony's agent  
4 for service of process is attached hereto as Exhibit B.

5           3.     On June 5, 2008, the stipulated deadline between Plaintiff's and Pony's counsel  
6 for Pony to respond to the original Complaint, Plaintiff filed a First Amended Complaint.  
7 Plaintiff's First Amended Complaint differed from the original Complaint in that it added a ninth  
8 cause of action for "Termination in Violation of the Age Discrimination in Employment Act, 29  
9 U.S.C. § 621 et seq." Pony's counsel was served with a copy of the First Amended Complaint  
10 by mail on June 5, 2008. This was Pony's first opportunity to ascertain that Plaintiff's action  
11 contained a claim arising under federal law and was removable. A true and correct copy of  
12 Plaintiff's First Amended Complaint is attached hereto as Exhibit C. The exhibits hereto contain  
13 all process and pleadings that Pony has received in this action.

14           4.     This action is a civil action of which this Court has original jurisdiction under 28  
15 U.S.C. § 1331 and is one which may be removed to this Court by Defendant pursuant to the  
16 provisions of 28 U.S.C. §§ 1441(b), in that it is founded on a claim arising under the laws of the  
17 United States, specifically, the Age Discrimination in Employment Act ("ADEA") (28 U.S.C.  
18 § 621 et seq.). First Amended Complaint ¶¶ 44-52. Because Plaintiff's First Amended  
19 Complaint alleges violations arising under federal law, this Court has federal question  
20 jurisdiction. *Merrell Dow Pharmaceuticals Inc. v. Thompson*, 478 U.S. 804, 807-810 (1986).

21           5.     Although there are causes of action within this case that are not removable, this  
22 Court may remove the entire case and determine all issues therein pursuant to 28 U.S.C. §  
23 1441(c). *Nishimoto v. Federman-Bachrach & Associates*, 903 F.2d 709 (9th Cir. 1990).

24           6.     Venue lies in the United States District Court for the Southern District of  
25 California because Plaintiff's state court action was filed and is pending in the Superior Court for  
26 the County of San Diego, which is within this judicial district. 28 U.S.C. § 1441(a).

27           7.     The other three named Defendants in this action are not joining in the removal  
28 because none of them have been served with the First Amended Complaint.

1           8.       As all of the requirements of 28 U.S.C. § 1441 are met, and no more than 30 days  
2 have elapsed since Pony was served with the First Amended Complaint and could first ascertain  
3 that Plaintiff's action was removable, Pony desires and hereby requests that this entire action be  
4 removed to this Court as permitted by law.

5  
6 Dated: July 7, 2008

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

7  
8 By: Marina C. Tsatalis / ~~ms~~  
9 Marina C. Tsatalis

10 Attorneys for Defendant  
11 PONY INTERNATIONAL, LLC  
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Paul M. Ostroff (State Bar No. 67054)  
ostroffp@lanepowell.com  
LANE POWELL PC  
601 SW Second Avenue, Suite 2100  
Portland, Oregon 97204-3158  
Telephone: 503.778.2100  
Facsimile: 503.778.2200

Attorneys for Plaintiff Richard Edwards

FILED  
CIVIL DIVISION  
JULY 19 2008  
08:28 - 7 PM  
CLERK OF SUPERIOR COURT  
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

RICHARD EDWARDS,

Plaintiff,

v.

PONY INTERNATIONAL, LLC;  
SYMPHONY HOLDINGS LIMITED, a  
Bermuda corporation, SHARP GAIN  
PROFITS, LTD., a Bermuda corporation;  
INFINITY ASSOCIATES, LLC, a  
Delaware limited liability company; and  
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2008-00079478-CU-WT-CTL

COMPLAINT FOR:

- (1) Breach of Contract;
- (2) Penalties Under Labor Code § 203;
- (3) Violation of Labor Code § 970;
- (4) Unlawful Termination in Violation of Labor Code § 98.6;
- (5) Wrongful Discharge in Violation of Public Policy; and
- (6) Termination in Violation of California Government Code § 12940 (Age Discrimination)

JURY TRIAL DEMANDED

Plaintiff alleges:

1. Plaintiff Richard Edwards is a 53 year old male.
2. Defendant Pony International, LLC is a limited liability company organized and existing under the laws of the state of California. Said defendant's principal place of business is located in the City of San Diego.
3. At all times herein relevant, Symphony Holdings Limited and Sharp Gain Profits, Ltd. were each corporations organized under, and by virtue of, the laws of Bermuda.
4. At all times herein mentioned, Infinity Associates, LLC was a limited liability company organized under the laws of the state of Delaware.

Apr. 18, 2008 4:20PM

Nonwide Process Service, Inc.

No. 8489 P. 4

5. The true names and capacities of defendants named as Doe 1 through Doe 50, inclusive, are presently unknown to plaintiff. Plaintiff will amend this complaint, setting forth the true names and capacities of these fictitious defendants when they are ascertained. Plaintiff is informed and believes and on that basis alleges that each of the fictitious defendants has participated in the acts alleged in this complaint to have been done by the named defendants.

6. Plaintiff is informed and believes and on that basis alleges that, at all relevant times, each of defendants, whether named or fictitious, was the agent or employee of each of the other defendants, and in doing the things alleged to have been done in the complaint, acted within the scope of such agency or employment, or ratified the acts of the other.

#### FIRST CAUSE OF ACTION — BREACH OF CONTRACT

7. On or about May 1, 2006, plaintiff and defendants entered into a written employment contract by the terms of which defendants agreed to employ plaintiff in the position of Vice President of Creative and Design. A copy of the employment contract is attached hereto as Exhibit 1 and incorporated by reference.

8. Included in this employment contract were the following terms:

##### BONUS:

You shall participate in the new Senior Executive Bonus Plan to be established by the Company's Management Committee. The new plan shall enable you to receive a bonus of up to 25% of your base salary in 2006, up to 50% in 2007, and up to 100% in 2008 and thereafter, based primarily on the financial performance of the Company.

**STOCK OPTIONS:** You shall receive options, vesting over four years, to purchase 15% of Pony's initial membership interest.

9. Plaintiff performed the terms of his employment contract.

10. Defendants breached the employment contract by failing and refusing to pay plaintiff a bonus, and failing and refusing to grant him stock options.

11. As a direct and proximate result of defendants conduct as aforesaid, plaintiff has incurred damages in the sum of not less than \$400,000, and further amounts according to proof.

12. Plaintiff has retained counsel to represent him in this proceeding and has incurred

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601 SW SECOND AVENUE, SUITE 2100  
PORTLAND, OREGON 97204-3158  
TELEPHONE: 503.778.2100 FACSIMILE 503.778.2200

1 reasonable attorney fees for the prosecution of this action. Plaintiff is accordingly entitled to  
2 recover attorney fees pursuant to the California Labor Code.

3 **SECOND CAUSE OF ACTION — PENALTIES UNDER LABOR CODE § 203**

4 13. Plaintiff refers to and incorporates herein by reference the allegations contained in  
5 paragraphs 1-12 hereof.

6 14. On March 23, 2007, defendants terminated plaintiff's employment. Defendants  
7 have failed, and continue to fail, to pay to plaintiff the bonuses due to him. Plaintiff is  
8 accordingly entitled to recover penalties pursuant to Labor Code § 203 in the amount of not less  
9 than \$35,000, and further amounts according to proof.

10 **THIRD CAUSE OF ACTION — VIOLATION OF LABOR CODE § 970**

11 15. Plaintiff refers to and incorporates herein by reference the allegations contained in  
12 paragraphs 1-8 and 12 hereof.

13 16. At the time plaintiff accepted defendants' offer of employment, and entered into  
14 the contract of employment, Exhibit 1 hereto, he was a resident of the state of Washington. In  
15 reliance on the representations of the defendants, including, but not limited to, their representation  
16 concerning the compensation for the work which he would perform on their behalf, plaintiff was  
17 induced to and did relocate his residence from the state of Washington to the state of California.

18 17. The representations of the defendants were knowingly false.

19 18. As a result of the conduct of defendants as aforesaid, plaintiff has suffered  
20 damages in the amount of not less than \$400,000, and further amounts according to proof.  
21 Pursuant to Labor Code § 972, plaintiff is entitled to recover double damages.

22 **FOURTH CAUSE OF ACTION — UNLAWFUL TERMINATION IN VIOLATION OF**  
23 **CALIFORNIA LABOR CODE § 98.6**

24 19. Plaintiff refers to and incorporates herein by reference the allegations contained in  
25 paragraphs 1-7 and 12 hereof.

26 20. In connection with the performance of his duties as an employee of defendants,  
27 plaintiff brought to their attention a number of problems relating to their failure to comply with  
28 federal and California labor and employment law. These included, but were not limited to:

1. The absence of mandatory posters;
2. Misclassification of individuals as independent contractors who were, in fact, employees;
3. Failure to pay overtime to some employees, and failure to maintain accurate records of overtime; and
4. Misclassification of employees as exempt who were, in fact, not exempt under federal and California wage and hour law.

21. On March 23, 2007, in the City of San Diego, defendants terminated plaintiff's employment. Defendants terminated plaintiff's employment because of his conduct alleged in the preceding paragraph.

22. Plaintiff filed a timely complaint with the California Division of Labor Standards Enforcement alleging termination in violation of Labor Code § 98.6. Plaintiff has exhausted all administrative remedies pertaining to his claim under Labor Code § 98.6.

23. As a result of the aforesaid conduct of defendants, plaintiff has incurred damages in the amount of not less than \$400,000, and further amounts according to proof.

**FIFTH CAUSE OF ACTION — WRONGFUL DISCHARGE IN VIOLATION OF  
PUBLIC POLICY**

24. Plaintiff refers to and incorporates herein by reference the allegations contained in paragraphs 1-8, 12, and 20-21 hereof.

25. Defendants' actions in terminating plaintiff as alleged hereinabove in the Fourth Cause of Action violates Labor Code § 98.6 and thereby violates the public policy of the state of California.

26. As a result of defendants' actions against him, plaintiff has suffered, and continues to suffer, damages in the form of lost wages and other employment benefits, and emotional distress, the exact amount of which will be proven at trial.

27. Defendants, and each of them, acted for the purpose of causing plaintiff to suffer financial loss and emotional distress, and are guilty of oppression and malice, justifying an award of exemplary and punitive damages according to proof.



1 **SIXTH CAUSE OF ACTION — WRONGFUL DISCHARGE IN VIOLATION OF**  
2 **PUBLIC POLICY — REPORTING FINANCIAL IMPROPRIETIES**

3 28. Plaintiff refers to and incorporates herein by reference the allegations contained in  
4 paragraphs 1-7 hereof.

5 29. In the course of his employment by defendants, plaintiff questioned various  
6 financial practices of the defendants. Plaintiff brought to the attention of managers and directors  
7 of defendants that a number of overseas employees were getting paid cash under the table in  
8 violation of applicable law. Plaintiff also brought to the attention of managers and directors of  
9 defendants possible improprieties concerning the billing for factories through a corporation in  
10 Hong Kong that was owned by defendant Symphony Holdings Limited. Plaintiff also suspected  
11 that there was money laundering going on, and so informed both the chief executive officer and  
12 chief financial officer of defendant Pony International, LLC about his concerns.

13 30. On March 23, 2007, defendants terminated plaintiff's employment. Defendants  
14 terminated plaintiff's employment because of plaintiff's acts and conduct described in the  
15 preceding paragraph. Defendants' conduct violates the public policy of the state of California.

16 31. As a result of defendants' actions as aforesaid, plaintiff has suffered, and continues  
17 to suffer, damages in the form of lost wages and other employment benefits, and emotional  
18 distress, the exact amount of which will be proven at trial.

19 32. Defendants, and each of them, acted for the purpose of causing plaintiff to suffer  
20 financial loss and emotional distress, and are guilty of oppression and malice, justifying an award  
21 of exemplary and punitive damages.

22 **SEVENTH CAUSE OF ACTION — TERMINATION IN VIOLATION OF CALIFORNIA**  
23 **GOVERNMENT CODE § 12940**

24 33. Plaintiff refers to and incorporates herein by reference the allegations contained in  
25 paragraphs 1-7 hereof.

26 34. This action is brought pursuant to the California Fair Employment and Housing  
27 Act, Government Code § 12940, subdivision (a), which prohibits discrimination on the basis of  
28 age.

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601 SW SECOND AVENUE, SUITE 2100  
PORTLAND, OREGON 97204-3158  
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1 35. At all times herein mentioned, each defendant regularly employed five or more  
2 persons, bringing defendant employers within the provisions of Government Code § § 12900 *et*  
3 *seq.*, prohibiting employers, or their agents, from discriminating against employees on the basis of  
4 age.

5 36. On or about January 3, 2008, plaintiff filed an administrative charge of  
6 discrimination with the California Department of Fair Employment and Housing ("DFEH"). A  
7 notice of right to sue was thereafter issued by the DFEH.

8 37. On March 23, 2007, defendants terminated plaintiff's employment because of his  
9 age.

10 38. Defendants' conduct, as alleged herein, constitutes an unlawful employment  
11 practice in violation of Government Code § 12940, subdivision (a).

12 39. As a direct, foreseeable, and proximate result of defendants' discriminatory acts,  
13 plaintiff has suffered, and continues to suffer, substantial losses in earnings and job benefits, and  
14 has suffered, and continues to suffer, humiliation and emotional distress and discomfort all to his  
15 damage, the precise amount of which will be proven at trial.

16 40. Defendants, and each of them, acted for the purpose of causing plaintiff to suffer  
17 financial loss and emotional distress, and are guilty of oppression and malice, justifying an award  
18 of exemplary and punitive damages.

19 41. Plaintiff has retained counsel for the prosecution of this action, and is accordingly  
20 entitled to recover attorney fees pursuant to Government Code § 12965 (b).

21 **EIGHTH CAUSE OF ACTION — WRONGFUL DISCHARGE IN VIOLATION OF**  
22 **PUBLIC POLICY — AGE**

23 42. Plaintiff refers to and incorporates herein by reference the allegations contained in  
24 paragraphs 33-41 hereof.

25 43. Defendants' termination of plaintiff violated the public policy of the state of  
26 California, specifically California Government Code § 12940(a), which prohibits discrimination  
27 in employment on the basis of age.

28 **WHEREFORE, plaintiff prays:**

Apr. 18. 2008 4:22PM

National Process Service, Inc.

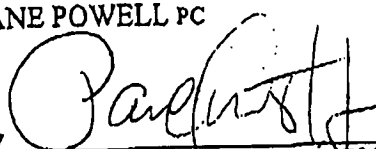
No. 8489 P. 9

1. For damages of \$400,00, and further amounts according to proof for breach of contract;
2. Penalties under Labor Code § 203 in the sum of \$35,000, and further amounts according to proof;
3. Damages of \$800,000 pursuant to Labor Code § 972;
4. For compensatory damages according to proof and prejudgment interest thereon to the extent allowable by law;
5. For exemplary and punitive damages according to proof;
6. For reasonable attorney fees;
7. For costs of suit; and
8. For such other and further relief as the court may deem proper.

DATED: March 6, 2008

LANE POWELL PC

By

  
Paul M. Ostroff, CSB No. 67054  
Attorneys for Plaintiff Richard Edwards

LANE POWELL PC  
601 SW SECOND AVENUE, SUITE 2100  
PORTLAND, OREGON 97204-3158  
TELEPHONE: 503.778.2100 FACSIMILE: 503.778.2200

Apr. 18. 2008 4:22PM Nationwide Process Service, Inc.

No. 8489 P. 10



PO Box 2607  
Santa Barbara, CA 93120

April 27, 2006

Richard Edwards  
114 1/2 1<sup>st</sup> Ave South  
Suite 6  
Seattle WA 98104

Dear Richard,

We are very pleased to offer you the position of Vice President of Creative & Design of Pony International LLC ("Pony"). The following describes the terms of our offer.

**START DATE:** May 1, 2006

**POSITION:** Vice President of Creative & Design, reporting to the Company's CEO. Your responsibilities shall include the conceptual development of the Company's footwear and apparel products, management of the Company's in-house and contract designers, and oversight of the Company's product development calendar.

**BASE SALARY:** \$8,125.00 Semi-Monthly as earned, Annualized at \$195,000.

**BONUS:** You shall participate in the new Senior Executive Bonus Plan to be established by the Company's Management Committee. The new plan shall enable you to receive a bonus of up to 25% of your base salary in 2006, up to 50% in 2007, and up to 100% in 2008 and thereafter, based primarily on the financial performance of the Company.

**STOCK OPTIONS:** You shall receive options, vesting over four years, to purchase 15% of Pony's initial membership interest.

**BENEFITS:** You shall be eligible to participate in the Company's comprehensive medical, dental and vision insurance plans. You shall be entitled to take four weeks annual paid vacation.

(SPS)

We are excited that you have decided to join Pony and look forward to working with you in the months and years ahead. This offer is valid until April 30, 2006 at 5:00 PM. Please sign and fax a copy of this letter to me confirming your acceptance of our offer to fax number 925-228-9229.

Sincerely,

Jim Schroesser  
Chief Executive Officer  
Pony International LLC

Signature  
Richard Edwards

cc: M. Carson, B. Simon, R. Prohser

5/1/06  
Date

EXHIBIT 1  
PAGE 1 of 1



Apr. 18. 2008 4:19PM

Nationwide Process Service, Inc.

No. 8489 P. 2

CA 24/08

SUM-100 12:35pm

**SUMMONS  
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

PONY INTERNATIONAL, LLC; SYMPHONY HOLDINGS LIMITED, a Bermuda Corporation;  
SHARP GAIN PROFITS, LTD., a Bermuda corporation; INFINITY ASSOCIATES, LLC, a  
Delaware limited liability company; and DOES 1 through 60, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

RICHARD EDWARDS

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)**FILED**  
Clerk of the Superior Court

MAR 11 2008

BY: T. Lusch Clerk

MAR 14 2008 PM 3:24

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of San Diego  
220 W Broadway  
San Diego, CA 92101

CASE NUMBER: 37-2008-00079478-CU-WT-CTL  
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Paul M. Ostroff Phone No. (503) 778-2100  
Lane Powell PC  
601 SW Second Avenue, Suite 2100  
Portland, OR 97204-3168

DATE: **MAR 11 2008**  
(Fecha)

Clerk, by T. Lusch Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Pony International LLC  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.80 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):



6-5-08

1 Paul M. Ostroff (State Bar No. 67054)  
 2 ostroffp@lanepowell.com  
 3 **LANE POWELL PC**  
 4 601 SW Second Avenue, Suite 2100  
 5 Portland, Oregon 97204-3158  
 6 Telephone: 503.778.2100  
 7 Facsimile: 503.778.2200

8 Attorneys for Plaintiff Richard Edwards

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF SAN DIEGO

11 RICHARD EDWARDS,

12 Plaintiff,

13 v.

14 PONY INTERNATIONAL, LLC;  
 15 SYMPHONY HOLDINGS LIMITED, a  
 16 Bermuda corporation, SHARP GAIN  
 17 PROFITS, LTD., a Bermuda corporation;  
 18 INFINITY ASSOCIATES, LLC, a  
 19 Delaware limited liability company; and  
 20 DOES 1 through 50, inclusive,

21 Defendants.

Case No. 47-2008-00079478-CU-WT-CTL

**FIRST AMENDED COMPLAINT FOR:**

- (1) Breach of Contract;  
 (2) Penalties Under Labor Code § 203;  
 (3) Violation of Labor Code § 970;  
 (4) Unlawful Termination in Violation of Labor Code § 98.6;  
 (5) Wrongful Discharge in Violation of Public Policy; and  
 (6) Termination in Violation of California Government Code § 12940 (Age Discrimination)  
 (7) Termination in Violation of the Age Discrimination in Employment Act, 29 U.S.C. § 621 et. seq.

**JURY TRIAL DEMANDED**

**(BY FACSIMILE)**

22 Plaintiff alleges:

23 1. Plaintiff Richard Edwards is a 53 year old male.

24 2. Defendant Pony International, LLC is a limited liability company organized and  
 25 existing under the laws of the State of California. Said defendant's principal place of business is  
 26 located in the City of San Diego.

27 3. At all times herein relevant, Symphony Holdings Limited and Sharp Gain Profits,  
 28 Ltd. were each corporations organized under, and by virtue of, the laws of Bermuda.



4. At all times herein mentioned, Infinity Associates, LLC was a limited liability company organized under the laws of the State of Delaware.

5. The true names and capacities of defendants named as Doe 1 through Doe 50, inclusive, are presently unknown to plaintiff. Plaintiff will amend this complaint, setting forth the true names and capacities of these fictitious defendants when they are ascertained. Plaintiff is informed and believes and on that basis alleges that each of the fictitious defendants has participated in the acts alleged in this complaint to have been done by the named defendants.

6. Plaintiff is informed and believes and on that basis alleges that, at all relevant times, each of defendants, whether named or fictitious, was the agent or employee of each of the other defendants, and in doing the things alleged to have been done in the complaint, acted within the scope of such agency or employment, or ratified the acts of the other.

#### FIRST CAUSE OF ACTION — BREACH OF CONTRACT

7. On or about May 1, 2006, plaintiff and defendants entered into a written employment contract by the terms of which defendants agreed to employ plaintiff in the position of Vice President of Creative and Design. A copy of the employment contract is attached hereto as **Exhibit 1** and incorporated by reference.

8. Included in this employment contract were the following terms:

**BONUS:**

You shall participate in the new Senior Executive Bonus Plan to be established by the Company's Management Committee. The new plan shall enable you to receive a bonus of up to 25% of your base salary in 2006, up to 50% in 2007, and up to 100% in 2008 and thereafter, based primarily on the financial performance of the Company.

**STOCK OPTIONS:** You shall receive options, vesting over four years, to purchase 15% of Pony's initial membership interest.

9. Plaintiff performed the terms of his employment contract.

10. Defendants breached the employment contract by failing and refusing to pay plaintiff a bonus, and failing and refusing to grant him stock options.

11. As a direct and proximate result of defendants conduct as aforesaid, plaintiff has

1 incurred damages in the sum of not less than \$400,000, and further amounts according to proof.

2 12. Plaintiff has retained counsel to represent him in this proceeding and has incurred  
3 reasonable attorney fees for the prosecution of this action. Plaintiff is accordingly entitled to  
4 recover attorney fees pursuant to the California Labor Code.

5 **SECOND CAUSE OF ACTION — PENALTIES UNDER LABOR CODE § 203**

6 13. Plaintiff refers to and incorporates herein by reference the allegations contained in  
7 paragraphs 1-12 hereof.

8 14. On March 23, 2007, defendants terminated plaintiff's employment. Defendants  
9 have failed, and continue to fail, to pay to plaintiff the bonuses due to him. Plaintiff is  
10 accordingly entitled to recover penalties pursuant to Labor Code § 203 in the amount of not less  
11 than \$35,000, and further amounts according to proof.

12 **THIRD CAUSE OF ACTION — VIOLATION OF LABOR CODE § 970**

13 15. Plaintiff refers to and incorporates herein by reference the allegations contained in  
14 paragraphs 1-8 and 12 hereof.

15 16. At the time plaintiff accepted defendants' offer of employment, and entered into  
16 the contract of employment, **Exhibit 1** hereto, he was a resident of the State of Washington. In  
17 reliance on the representations of the defendants, including, but not limited to, their representation  
18 concerning the compensation for the work which he would perform on their behalf, plaintiff was  
19 induced to and did relocate his residence from the State of Washington to the State of California.

20 17. The representations of the defendants were knowingly false.

21 18. As a result of the conduct of defendants as aforesaid, plaintiff has suffered  
22 damages in the amount of not less than \$400,000, and further amounts according to proof.  
23 Pursuant to Labor Code § 972, plaintiff is entitled to recover double damages.

24 **FOURTH CAUSE OF ACTION — UNLAWFUL TERMINATION IN VIOLATION OF**  
25 **CALIFORNIA LABOR CODE § 98.6**

26 19. Plaintiff refers to and incorporates herein by reference the allegations contained in  
27 paragraphs 1-7 and 12 hereof.

28 20. In connection with the performance of his duties as an employee of defendants,

1 plaintiff brought to their attention a number of problems relating to their failure to comply with  
2 federal and California labor and employment law. These included, but were not limited to:

- 3 1. The absence of mandatory posters;
- 4 2. Misclassification of individuals as independent contractors who
- 5 were, in fact, employees;
- 6 3. Failure to pay overtime to some employees, and failure to
- 7 maintain accurate records of overtime; and
- 8 4. Misclassification of employees as exempt who were, in fact, not
- 9 exempt under federal and California wage and hour law.

10 21. On March 23, 2007, in the City of San Diego, defendants terminated plaintiff's  
11 employment. Defendants terminated plaintiff's employment because of his conduct alleged in the  
12 preceding paragraph.

13 22. Plaintiff filed a timely complaint with the California Division of Labor Standards  
14 Enforcement alleging termination in violation of Labor Code § 98.6. Plaintiff has exhausted all  
15 administrative remedies pertaining to his claim under Labor Code § 98.6.

16 23. As a result of the aforesaid conduct of defendants, plaintiff has incurred damages  
17 in the amount of not less than \$400,000, and further amounts according to proof.

18 **FIFTH CAUSE OF ACTION — WRONGFUL DISCHARGE IN VIOLATION OF**  
19 **PUBLIC POLICY**

20 24. Plaintiff refers to and incorporates herein by reference the allegations contained in  
21 paragraphs 1-8, 12, and 20-21 hereof.

22 25. Defendants' actions in terminating plaintiff as alleged hereinabove in the Fourth  
23 Cause of Action violates Labor Code § 98.6 and thereby violates the public policy of the State of  
24 California.

25 26. As a result of defendants' actions against him, plaintiff has suffered, and continues  
26 to suffer, damages in the form of lost wages and other employment benefits, and emotional  
27 distress, the exact amount of which will be proven at trial.

27. Defendants, and each of them, acted for the purpose of causing plaintiff to suffer financial loss and emotional distress, and are guilty of oppression and malice, justifying an award of exemplary and punitive damages according to proof.

**SIXTH CAUSE OF ACTION — WRONGFUL DISCHARGE IN VIOLATION OF  
PUBLIC POLICY — REPORTING FINANCIAL IMPROPRIETIES**

28. Plaintiff refers to and incorporates herein by reference the allegations contained in paragraphs 1-7 hereof.

29. In the course of his employment by defendants, plaintiff questioned various financial practices of the defendants. Plaintiff brought to the attention of managers and directors of defendants that a number of overseas employees were getting paid cash under the table in violation of applicable law. Plaintiff also brought to the attention of managers and directors of defendants possible improprieties concerning the billing for factories through a corporation in Hong Kong that was owned by defendant Symphony Holdings Limited. Plaintiff also suspected that there was money laundering going on, and so informed both the chief executive officer and chief financial officer of defendant Pony International, LLC about his concerns.

30. On March 23, 2007, defendants terminated plaintiff's employment. Defendants terminated plaintiff's employment because of plaintiff's acts and conduct described in the preceding paragraph. Defendants' conduct violates the public policy of the State of California.

31. As a result of defendants' actions as aforesaid, plaintiff has suffered, and continues to suffer, damages in the form of lost wages and other employment benefits, and emotional distress, the exact amount of which will be proven at trial.

32. Defendants, and each of them, acted for the purpose of causing plaintiff to suffer financial loss and emotional distress, and are guilty of oppression and malice, justifying an award of exemplary and punitive damages.

**SEVENTH CAUSE OF ACTION — TERMINATION IN VIOLATION OF CALIFORNIA  
GOVERNMENT CODE § 12940**

33. Plaintiff refers to and incorporates herein by reference the allegations contained in paragraphs 1-7 hereof.

LANE POWELL PC  
601 SW SECOND AVENUE, SUITE 2100  
PORTLAND, OREGON 97204-3158  
TELEPHONE: 503.778.2100 FACSIMILE: 503.778.2200

34. This action is brought pursuant to the California Fair Employment and Housing Act, Government Code § 12940, subdivision (a), which prohibits discrimination on the basis of age.

35. At all times herein mentioned, each defendant regularly employed five or more persons, bringing defendant employers within the provisions of Government Code §§ 12900 *et seq.*, prohibiting employers, or their agents, from discriminating against employees on the basis of age.

36. On or about January 3, 2008, plaintiff filed an administrative charge of discrimination with the California Department of Fair Employment and Housing ("DFEH"). A notice of right to sue was thereafter issued by the DFEH.

37. On March 23, 2007, defendants terminated plaintiff's employment because of his age.

38. Defendants' conduct, as alleged herein, constitutes an unlawful employment practice in violation of Government Code § 12940, subdivision (a).

39. As a direct, foreseeable, and proximate result of defendants' discriminatory acts, plaintiff has suffered, and continues to suffer, substantial losses in earnings and job benefits, and has suffered, and continues to suffer, humiliation and emotional distress and discomfort all to his damage, the precise amount of which will be proven at trial.

40. Defendants, and each of them, acted for the purpose of causing plaintiff to suffer financial loss and emotional distress, and are guilty of oppression and malice, justifying an award of exemplary and punitive damages.

41. Plaintiff has retained counsel for the prosecution of this action, and is accordingly entitled to recover attorney fees pursuant to Government Code § 12965 (b).

**EIGHTH CAUSE OF ACTION — WRONGFUL DISCHARGE IN VIOLATION OF  
PUBLIC POLICY — AGE**

42. Plaintiff refers to and incorporates herein by reference the allegations contained in paragraphs 33-41 hereof.

1           43. Defendants' termination of plaintiff violated the public policy of the State of  
2 California, specifically California Government Code § 12940(a), which prohibits discrimination  
3 in employment on the basis of age.

4           **NINTH CAUSE OF ACTION - TERMINATION IN VIOLATION OF THE AGE**  
5 **DISCRIMINATION IN EMPLOYMENT ACT, 29 U.S.C. § 621 et. seq.**

6           44. Plaintiff refers to and incorporates herein by reference the allegations contained in  
7 paragraphs 1-7 hereof.

8           45. This action is brought pursuant to the federal Age Discrimination in Employment  
9 Act, 29 U.S.C. § 621 et. seq., (hereinafter "ADEA"), which prohibits discrimination in  
10 employment on the basis of age.

11           46. At all times herein relevant, each defendant was an employer within the meaning  
12 of the ADEA.

13           47. On March 23, 2007, defendants terminated plaintiff's employment because of his  
14 age.

15           48. On or before January 3, 2008, plaintiff filed an administrative charge with the  
16 United States Equal Employment Opportunity Commission ("EEOC"), alleging age  
17 discrimination in violation of the ADEA. A notice of right to sue was thereafter issued by the  
18 EEOC, and received by the plaintiff on or about March 30, 2008.

19           49. Defendants' conduct, as alleged herein, constitutes a violation of the ADEA.

20           50. As a consequence of defendants' conduct, as aforesaid, plaintiff has suffered losses  
21 in compensation, fringe benefits, and other benefits of employment, all to his damage in an  
22 amount which is as yet unascertained, but to be determined at trial.

23           51. Defendants, by their actions, have willfully, intentionally, purposely, maliciously,  
24 and with reckless indifference to plaintiff's legally protected right to be free from discrimination  
25 due to age, discriminated against plaintiff with respect to his terms, conditions, and privileges of  
26 employment. As a result, plaintiff is entitled to recover liquidated damages in accordance with  
27 the ADEA and 29 U.S.C. § 216, in an amount equal to twice plaintiff's back pay, front pay, fringe  
28 benefits, and other economic damages.

1 52. Plaintiff has retained counsel for the prosecution of this action, and is accordingly  
2 entitled to recover attorney fees pursuant to 29 U.S.C. § 621 et. seq.

3 WHEREFORE, plaintiff prays:

4 1. For damages of \$400,000, and further amounts according to proof for breach of  
5 contract;

6 2. Penalties under Labor Code § 203 in the sum of \$35,000, and further amounts  
7 according to proof;

8 3. Damages of \$800,000 pursuant to Labor Code § 972;

9 4. For compensatory damages according to proof and prejudgment interest thereon to  
10 the extent allowable by law;

11 5. Pursuant to the willful violation of the ADEA, and 29 U.S.C. § 216, liquidated  
12 damages in the amount of twice the back pay, front pay, and fringe benefits awarded to plaintiff;

13 6. For exemplary and punitive damages according to proof;


14 7. For reasonable attorney fees;

15 8. For costs of suit; and

16 9. For such other and further relief as the court may deem proper.

17 DATED: June 5, 2008

18 LANE POWELL PC

19  
20 By   
21 Paul M. Ostroff, CSB No. 67054  
22 Attorneys for Plaintiff Richard Edwards  
23  
24  
25  
26  
27  
28

LANE POWELL PC  
601 SW SECOND AVENUE, SUITE 2100  
PORTLAND, OREGON 97204-3158  
TELEPHONE: 503.778.2100 FACSIMILE: 503.778.2200



1 **PROOF OF SERVICE**

2 STATE OF OREGON )  
3 COUNTY OF MULTNOMAH ) ss.

4 I am a resident of the State of Oregon, over the age of eighteen years, and not a party to  
5 the within action. My business address is 601 SW Second Avenue, Suite 2100, Portland, OR  
6 97204. On June 5, 2008, I served the within document:

7 **PLAINTIFF RICHARD EDWARDS' FIRST AMENDED COMPLAINT**

- 8 ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully  
9 prepaid, in the United States mail at Portland, Oregon, addressed as set forth below.

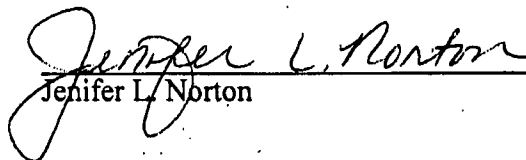
10 Marvin Dunson III, Esq.  
11 Wilson Sonsini Goodrich & Rosati, PC  
12 650 Page Mill Road  
13 Palo Alto, CA 94304-1050  
14 Facsimile: (650) 565-5100

- 15 ☒ On June 5, 2008, I sent such document(s) from facsimile machine (503) 778-2200. I certify  
16 that said transmission was completed and that all pages were received and that a report was  
17 generated by facsimile machine (503) 778-2200 which confirms said transmission and  
18 receipt.

19 Marvin Dunson III, Esq.  
20 Wilson Sonsini Goodrich & Rosati, PC  
21 650 Page Mill Road  
22 Palo Alto, CA 94304-1050  
23 Facsimile: (650) 565-5100

24 I declare under penalty of perjury under the laws of the State of Oregon that the above is  
25 true and correct.

26 Executed this 5th day of June 2008.

27   
28 Jennifer L. Norton



BY FAX

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Paul M. Ostroff, Lane Powell PC, 601 SW Second Avenue, Suite 2100 Portland, Oregon 97204-3158, Telephone: (503) 778-2100

## DEFENDANTS

County of Residence of First Listed Defendant San Diego  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known) **08 CV 1206 H POR**  
Marina C. Tsatalis, Esq., Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road, Palo Alto, CA 94304-1050 (650) 493-9300

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

- |   |  |   |  |  |  |
|---|--|---|--|--|--|
| <input type="checkbox"/> 110 Insurance  | <input type="checkbox"/> 310 Airplane                          | <input type="checkbox"/> 362 Personal Injury - Med. Malpractice         | <input type="checkbox"/> 610 Agriculture                                 | <input type="checkbox"/> 422 Appeal 28 USC 158                   | <input type="checkbox"/> 400 State Reapportionment                                     |
| <input type="checkbox"/> 120 Marine   | <input type="checkbox"/> 315 Airplane Product Liability        | <input type="checkbox"/> 365 Personal Injury - Product Liability        | <input type="checkbox"/> 620 Other Food & Drug                           | <input type="checkbox"/> 423 Withdrawal 28 USC 157               | <input type="checkbox"/> 410 Antitrust   |
| <input type="checkbox"/> 130 Miller Act   | <input type="checkbox"/> 320 Assault, Libel & Slander          | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input type="checkbox"/> 820 Copyrights                          | <input type="checkbox"/> 430 Banks and Banking   |
| <input type="checkbox"/> 140 Negotiable Instrument                                | <input type="checkbox"/> 330 Federal Employers' Liability      | <input type="checkbox"/> 370 Other Fraud                                | <input type="checkbox"/> 630 Liquor Laws                                 | <input type="checkbox"/> 830 Patent                              | <input type="checkbox"/> 450 Commerce  |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment    | <input type="checkbox"/> 340 Marine                            | <input type="checkbox"/> 371 Truth in Lending                           | <input type="checkbox"/> 640 R.R. & Truck                                | <input type="checkbox"/> 840 Trademark                           | <input type="checkbox"/> 460 Deportation   |
| <input type="checkbox"/> 151 Medicare Act   | <input type="checkbox"/> 345 Marine Product Liability          | <input type="checkbox"/> 380 Other Personal                             | <input type="checkbox"/> 650 Airline Regs.                               |  | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations            |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 350 Motor Vehicle                     | <input type="checkbox"/> 385 Property Damage Product Liability          | <input type="checkbox"/> 660 Occupational Safety/Health                  |  | <input type="checkbox"/> 480 Consumer Credit   |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits        | <input type="checkbox"/> 355 Motor Vehicle Product Liability   |   | <input type="checkbox"/> 690 Other                                       |  | <input type="checkbox"/> 490 Cable/Sat. TV   |
| <input type="checkbox"/> 160 Stockholders' Suits                                  | <input type="checkbox"/> 360 Other Personal Injury             |   | <input type="checkbox"/> 710 Fair Labor Standards Act                    | <input type="checkbox"/> 861 HIA (1395ff)                        | <input type="checkbox"/> 510 Selective Service   |
| <input type="checkbox"/> 190 Other Contract                                       |  |   | <input type="checkbox"/> 720 Labor/Mgmt. Relations                       | <input type="checkbox"/> 862 Black Lung (923)                    | <input type="checkbox"/> 850 Securities/Commodities/Exchange                           |
| <input type="checkbox"/> 195 Contract Product Liability                           |  |   | <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act      | <input type="checkbox"/> 863 DIWC/DIWW (405(g))                  | <input type="checkbox"/> 875 Customer Challenge 12 USC 3410                            |
| <input type="checkbox"/> 196 Franchise  |  |   | <input type="checkbox"/> 740 Railway Labor Act                           | <input type="checkbox"/> 864 SSID Title XVI                      | <input type="checkbox"/> 890 Other Statutory Actions                                   |
| <input type="checkbox"/> 210 Land Condemnation                                    | <input type="checkbox"/> 441 Voting                            | <input type="checkbox"/> 510 Motions to Vacate Sentence                 | <input type="checkbox"/> 790 Other Labor Litigation                      | <input type="checkbox"/> 865 RSI (405(g))                        | <input type="checkbox"/> 891 Agricultural Acts   |
| <input type="checkbox"/> 220 Foreclosure  | <input checked="" type="checkbox"/> 442 Employment             | <input type="checkbox"/> 530 General                                    | <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act                | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 892 Economic Stabilization Act                                |
| <input type="checkbox"/> 230 Rent Lease & Ejectment                               | <input type="checkbox"/> 443 Housing/Accommodations            | <input type="checkbox"/> 535 Death Penalty                              |  | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609         | <input type="checkbox"/> 893 Environmental Matters                                     |
| <input type="checkbox"/> 240 Torts to Land  | <input type="checkbox"/> 444 Welfare                           | <input type="checkbox"/> 540 Mandamus & Other                           | <input type="checkbox"/> 462 Naturalization Application                  |  | <input type="checkbox"/> 894 Energy Allocation Act                                     |
| <input type="checkbox"/> 245 Tort Product Liability                               | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 550 Civil Rights                               | <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee              |  | <input type="checkbox"/> 895 Freedom of Information Act                                |
| <input type="checkbox"/> 290 All Other Real Property                              | <input type="checkbox"/> 446 Amer. w/Disabilities - Other      | <input type="checkbox"/> 555 Prison Condition                           | <input type="checkbox"/> 465 Other Immigration Actions                   |  | <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice |
|   | <input type="checkbox"/> 440 Other Civil Rights                |   |  |  | <input type="checkbox"/> 950 Constitutionality of State Statutes                       |

## V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
29 U.S.C. Section 621 et seq., Age Discrimination in Employment Act

Brief description of cause: Termination in violation of ADEA.

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

07/07/2007

SIGNATURE OF ATTORNEY OF RECORD

Marina C. Tsatalis

Marina C. Tsatalis/mc

FOR OFFICE USE ONLY

RECEIPT #

152675

AMOUNT

\$350

APPLYING IFP

JUDGE

MAG. JUDGE

ORIGINAL

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

# 152675 - TC

July 07, 2008  
14:28:00

**Civ Fil Non-Pris**

USAO #.: 08CV1206

Judge.: MARILYN L HUFF

Amount.:

\$350.00 CK

Check#.: BC218300

**Total-> \$350.00**

FROM: CASE # 08CV1206